Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Ashleigh A. Danker, Esq. (CASB No. 138419) Email: ashleigh.danker@dinsmore.com Dinsmore & Shohl LLP 550 S. Hope Street, Ste 1765 Los Angeles, CA 90071 Tel: 213-335-7737	FOR COURT USE ONLY			
☐ Individual appearing without attorney ☐ Attorney for: Peter J. Mastan, Trustee				
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION				
In re:	CASE NO.: 2:18-bk-20704-NB			
FINNIAN OSAKPAMWAN EBUEHI	CHAPTER: 7			
and				
ELIZABETH OLOHIRERE EBUEHI,	NOTICE OF SALE OF ESTATE PROPERTY			
Debtor(s).				
Sale Date: 03/31/2020	Time: 11:00 am			
Location: Courtroom 1545 (Hon. Neil W. Bason), 255 E. Temple Street, L.A., CA 90012				
Type of Sale: Public Private Last date to file objections: 03/17/2020				
Description of property to be sold:				
2551 Yorkshire Way, Pomona, CA 91767				
Terms and conditions of sale : See attached Notice of Sale. Sale price is \$790,000.00, subject to overbid by Qualified Bidders at the hearing. Initial overbid is at least \$800,000.00. Subsequent overbids are in increments of \$5,000.00.				
Proposed sale price: \$ 790,000.00				

Overbid procedure (if any):

Overbid packages must be received by March 26, 2020 at 5:00 p.m. including: (i) written offer of at least \$800,000.00, (ii) cashier's check for \$24,000.00, (iii) satisfactory proof of available funds in the highest amount bidder wishes to be qualified to bid, (iv) waiver of all contingencies and further due diligence. See Sale Motion for further details.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

March 31, 2020 at 11:00 a.m. Courtroom 1545 (Hon. Neil W. Bason) 255 E. Temple Street Los Angeles, CA 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Ashleigh A. Danker, Esq., Counsel for Trustee Dinsmore & Shohl LLP 550 S. Hope Street, Ste 1767 Los Angeles, CA 90071

Tel: 213-335-7749 (direct)

Email: ashleigh.danker@dinsmore.com

Date: <u>03/03</u>/2020

Case 2:18-bk-20704-NB Doc 258 Filed 03/03/20 Entered 03/03/20 13:43:57

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TO (A) THE DEBTORS, (B) THE OFFICE OF THE UNITED STATES TRUSTEE, (C) ALL SCHEDULED CREDITORS OF THE ESTATE AND PERSONS HAVING FILED PROOFS OF CLAIM, (D) ALL PERSONS REQUESTING SPECIAL NOTICE, (E) ALL LIEN HOLDERS OF RECORD, (F) ALL PERSONS LOCATED AT THE YORKSHIRE PROPERTY (INCLUDING CLAUTIA WATSON, DARSHONNA BROWN, AND DEBORAH SNEED), (G) THE BUYER, AND (H) OTHER PARTIES IN INTEREST, AND THEIR RESPECTIVE COUNSEL OF RECORD, IF ANY:

NOTICE IS HEREBY GIVEN that, on March 31, 2020 on the 11:00 a.m. calendar, in Courtroom 1545 of the United States Bankruptcy Court located at 255 E. Temple Street, Los Angeles, California 90012, the Honorable Neil W. Bason, United States Bankruptcy Judge presiding, will conduct a hearing on the Motion For Order (A) Authorizing Sale Of Real Property Located At 2551 Yorkshire Way, Pomona, California 91767 Outside The Ordinary Course Of Business, Free And Clear Of Claims, Liens, Encumbrances And Interests; And (B) Approving The Form And Manner Of Notice And Bid Process; Memorandum Of Points And Authorities; Declarations Of Peter J. Mastan, Pamela C. Temple, William I. Friedman, Samuel R. Biggs, And Ashleigh A. Danker In Support Thereof; And Exhibits (the "Motion") filed by Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of joint debtors Finnian Osakpamwan Ebuehi and Elizabeth Olohirere Ebuehi (collectively, the "Debtors" or the "Ebuehis") in the above-captioned bankruptcy case (the "Case"). Specifically, through the *Motion*, the Trustee shall move, and hereby does move, for an order that does all of the following:

- 1. Grants the *Motion*.
- 2. Approves the Counter Offer, as modified by the Amended Escrow Instructions assigning the rights of one of the original buyers and reducing the purchase price (collectively, the "Counter Offer"), and attached to the *Motion* as **Exhibit 1**.
- 3. Pursuant to Section 363(b) of the Bankruptcy Code, authorizes, directs, and empowers the Trustee and the Estate to take any and all actions necessary or appropriate to:
- Consummate, as set forth in the Counter Offer, the sale to Chau Long Luu a. ("Luu") or a successful overbidder (in either case, as applicable, the "Buyer"), for at least

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\$790.000.00 of the real property commonly known as 2551 Yorkshire Way, Pomona, CA 91767 (the "Yorkshire Property"), APN: 8366-023-031, and legally described as:

> Real property in the City of Pomona, County of Los Angeles, State of California, described as follows:

LOT(S) 23 OF TRACT NO. 29349, AS PER MAP RECORDED IN BOOK 725 PAGE(S) 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

- **b**. Close the sale as contemplated in the Counter Offer.
- c. Execute, deliver, and perform under all instruments and documents, including any ancillary documents, that may be reasonably necessary or desirable to implement the Counter Offer, effectuate the sale, and perform the obligations as contemplated by the Counter Offer.
- 4. Requires the Debtors and their respective agents and representatives to cooperate with respect to consummation of the sale and not take any action to interfere with the implementation or administration of the sale.
- Authorizes the Trustee to pay through escrow all usual and customary costs of sale, 5. including without limitation (a) brokers' commission of 5% (totaling approximately \$39,500.00, (b) escrow fees, (c) title insurance fees, (d) recording fees, (e) messenger fees, and (f) liens of record in order of priority and to the extent of available funds, in each case to the extent not disputed by the Trustee.
- 6. Authorizes the Trustee to pay through escrow, the undisputed amounts of: (i) the liens of any and all taxing authorities, (ii) the lien of U.S. Bank (defined in paragraph 6, below) in the approximate amount of \$473,945.64, (iii) the balance, excluding a \$25,000.00 carve-out (the "Carve-Out") of the net proceeds of sale after payment of the foregoing costs of sale, liens of taxing authorities, and U.S. Bank lien to Poser Investments, Inc. ("Poser") up to the amount necessary to satisfy the outstanding balance of its judgment lien, not to exceed \$881,611.99, and (iv) the Carve-Out to the Estate for the Trustee to use to pay expenses of the Estate, excluding fees of the Estate's professionals (such exclusion to be applicable only until such time as Poser has been paid in full).

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- 7. Authorizes the Trustee to use the Carve-Out as unencumbered funds of the Estate to pay expenses of administration in the exercise of his business judgment, excluding fees of the Estate's professionals, which exclusion shall apply only until such time as the Poser Lien is paid in full.
- 8. To the extent otherwise required to do so, relieves the brokers receiving commissions in connection with the proposed sale of any obligation that they may otherwise have had to file fee applications.
- 9. Directs that the Trustee's sale of the Yorkshire Property is free and clear of all claims, liens and interests, as set forth in the *Motion*, including, without limitation, the following claims, liens or interests which are recorded with the Los Angeles County Recorder:
 - General and special taxes and assessments for the fiscal year 2019-2020. a.
- b. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- The deed of trust recorded September 24, 2007 as Instrument Number 07c. 2197904 reflecting a beneficiary of JPMorgan Chase Bank, N.A., the beneficial interest under which has been assigned to U.S. Bank Trust National Association, Not in Its Individual Capacity but solely as Owner Trustee for Legacy Mortgage Asset Trust 2017-RPL2, its successors and assigns by various assignments, the last of which was recorded on January 8, 2019 as Instrument No. 19-21741 ("U.S. Bank").
- d. The judgment lien created by the judgment or abstract thereof, recorded September 26, 2017 as Instrument No. 17-1102648 by creditor Howard Johnson International, Inc. ("HoJo").
- e. The notice of pendency of action (and any claim or interest associated therewith) recorded September 28, 2017 as Instrument No. 17-1114595 by plaintiff Poser Investment, Inc. ("Poser"), a California corporation, as judgment assignee from HoJo.
- 10. Determines that, to the extent that any portion of a claim, lien or interest in or to the Yorkshire Property is not paid through escrow, such claims(s), lien(s), and interest(s) in and to the Yorkshire Property shall attach to the net sale proceeds, excluding the Carve-Out, that are received

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by the Trustee through escrow with the same validity, priority, force and effect as such claims, liens, and interests had with respect to the Yorkshire Property.

- 11. Determines that the Counter Offer was entered into in good faith, in an arm'slength transaction and that the Buyer is acting in good faith within the meaning of 11 U.S.C. § 363(m).
- 12. Determines that adequate notice of the hearing on the *Motion* was given and approves the overbid procedure proposed in the *Motion*.
- **(1)** Determines that the terms and provisions of the *Order* on the *Motion* shall be binding in all respects upon the Buyer, the Debtors, the Trustee and any subsequent trustees, the Estate, all creditors and interest holders of the Debtors and the Estate, all parties having received notice of the *Motion*, and all interested parties, and their respective successors and assigns, including, but not limited to (a) any creditor asserting a lien, claim, or other interest in the Yorkshire Property, and (b) all persons occupying the Yorkshire Property.
- 13. Determines that a certified copy of the *Order* on the *Motion* may be filed with the appropriate clerk and/or recorded with the county recorder to evidence conclusively the release or cancellation of the claims, liens, and interests as set forth in that Order.
- 14. Determines that the *Order* on the *Motion* may be presented to and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, escrow agents, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, federal, state and local governmental agencies or departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any property; and directs each of the foregoing persons and entities to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the *Counter Offer*.
- 15. Authorizes the title company insuring the Trustee's sale of the Yorkshire Property and the escrow agent for such sale, to be entitled to rely upon the *Order* on the *Motion* in

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connection with the sale.

- 16. Determines that the failure to specifically include any particular provision of the Counter Offer in the Order on the Motion does not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Counter Offer is authorized and approved in its entirety.
- 17. Determines that, to the extent that the *Order* on the *Motion* is inconsistent with any prior order or pleading, the terms of the *Order* on the *Motion* shall govern. Determines that, to the extent the terms of the Order on the Motion are inconsistent with the terms of the Counter Offer, the terms of the *Order* on the *Motion* shall govern.
- 18. Determines that the *Order* on the *Motion* constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Determines that the fourteen (14) day stay period set forth in Federal Rule of Bankruptcy Procedure 6004(h) is waived; and notwithstanding Federal Rule of Bankruptcy Procedure 6004(h), the *Order* on the *Motion* shall be immediately effective and enforceable upon its entry and there shall be no stay of the Order on the Motion. Determines that, in the absence of any person or entity obtaining a stay pending appeal of the *Order* on the Motion, the Trustee, the Estate, and the Buyer (whether Luu or a successful overbidder) are free to close the sale under the Counter Offer at any time, subject to the terms of the Counter Offer.
- 19. Determines that the Bankruptcy Court will retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of the Order on the Motion and the Counter Offer, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Trustee or the Estate are a party or which will be assigned by the Estate to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. Further determines that the Bankruptcy Court will retain jurisdiction over any matter or dispute arising from or relating to the implementation of the *Order* on the *Motion*. Without limiting the foregoing, determines that the Bankruptcy Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of the Order on the Motion, the Counter Offer, all amendments thereto and any waivers and consents

thereunder and any documents executed in connection therewith to which the Trustee is a party, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Yorkshire Property to the Buyer; (b) interpret, implement and enforce the provisions of the *Order* on the *Motion* and any related order; (c) determine any challenge to the overbid procedure and/or the conduct of the sale hearing; (d) protect Buyer against any liens, claims, encumbrances and interests in the Yorkshire Property as to which the Yorkshire Property is sold free and clear of under the *Order* on the *Motion*; and (e) any determine disputes related to the Counter Offer or the *Order* on the *Motion*.

NOTICE IS FURTHER GIVEN that the *Motion* is made pursuant to 11 U.S.C. §§ 363(b) and 363(m), Federal Rules of Bankruptcy Procedure 2002 and 6004, and Local Bankruptcy Rules 6004-1 and 9013-1 on the grounds that the proposed sale of the Yorkshire Property is in the best interests of the Estate in that the sale will maximize the value of the Yorkshire Property for the benefit of the Estate's unsecured creditors and will result in additional unsecured funds being received by the Estate through escrow.

NOTICE IS FURTHER GIVEN that the *Motion* is based upon (a) this *Notice of Motion*; (b) the concurrently filed *Memorandum of Points and Authorities*, *Declarations of Peter J. Mastan, Pamela C. Temple, William I. Friedman, Samuel R. Biggs, and Ashleigh A. Danker, and Exhibits*; (c) the pleadings on file with the Court of which the Court is requested to take judicial notice; and (d) such further evidence that may be properly submitted prior to or at the hearing on the *Motion*. At your own expense, you may obtain a complete copy of the *Motion* from the Court's file. You may also obtain a free, electronic copy of the *Motion* by requesting such copy from the Trustee's counsel, whose contact information is: Dinsmore & Shohl LLP, Attn: Ashleigh A. Danker, Esq., email: ashleigh.danker@dinsmore.com, tel: 213-335-7737, 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071.

NOTICE IS FURTHER GIVEN that, <u>pursuant to Local Bankruptcy Rule 9013-1(f)</u>, any opposition to the *Motion* must be in writing; must be filed with the Court and served upon the Trustee, the Office of the United States Trustee, and the Debtors at the addresses set forth below not later than 14 days before the hearing on the *Motion*; and must include a

1	complete written statement of all reasons in opposition thereto or in support or joinder		
2	thereof, declarations and copies of all photographs and documentary evidence on which the		
3	responding party intends to rely, and any responding memorandum of points and		
4	4 <u>authorities:</u>		
5	5		
6	6 For Filing with the Court: Clerk's Office	For Service on the U.S. Trustee: Office of the U.S. Trustee	
7	7 United States Bankruptcy Court	915 Wilshire Blvd., Suite 1850 Los Angeles, CA 90017	
8	255 E. Temple Street Los Angeles, CA 90012	Los Aligeles, CA 70017	
9	9 <u>For Service on the Trustee:</u> Peter J. Mastan, Trustee	For Service on the Debtors: Edwin I. Aimufua, Esq.	
10		11150 Sepulveda Blvd., Ste A	
11	550 S. Hope Street, Suite 1765	Mission Hills, CA 91345	
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13			
14	619 W. Gladstone Street Glendora, CA 91740		
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20	other and further relief as the Court deems just and proper under the circumstances.		
21		VOLVODE A GIVOUV VI D	
22	2	NSMORE & SHOHL LLP	
23		Ashleigh A. Danker	
24		unsel for the Chapter 7 Trustee, er J. Mastan	
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Case 2:18-bk-20704-NB Doc 258 Filed 03/03/20 Entered 03/03/20 13:43:57 Desc Main Document Page 10 of 14

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or

was served (a) on the judge in chambers in the form and manner required below:	
1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FI Orders and LBR, the foregoing document will be served by the court via N 03/03/2020, I checked the CM/ECF docket for this bankruptcy case or following persons are on the Electronic Mail Notice List to receive NEF tra	NEF and hyperlink to the document. On (<i>date</i>) adversary proceeding and determined that the
\boxtimes	Service information continued on attached page
2. <u>SERVED BY UNITED STATES MAIL</u> : On (date) <u>03/03/2020</u> , I served the following persons and/or entities at case or adversary proceeding by placing a true and correct copy thereof if first class, postage prepaid, and addressed as follows. Listing the judge highly be completed no later than 24 hours after the document is filed.	in a sealed envelope in the United States mail, here constitutes a declaration that mailing to the
	Service information continued on attached page
3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMI for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or control following persons and/or entities by personal delivery, overnight mail serve such service method), by facsimile transmission and/or email as follows. That personal delivery on, or overnight mail to, the judge will be completed filed.	Iling LBR, on (<i>date</i>), I served the rice, or (for those who consented in writing to Listing the judge here constitutes a declaration
	Service information continued on attached page
I declare under penalty of perjury under the laws of the United States that	t the foregoing is true and correct.
03/03/2020 Katrice Ortiz	/s/ Katrice Ortiz
Date Printed Name	Signature

In re Finnian Osakpamwan Ebuehi and Elizabeth Olohirere Ebuehi U.S.B.C. – Los Angeles Division Case No. 2:18-bk-20704-NB

I. SERVED VIA NEF:

Edwin I Aimufua on behalf of Debtor Finnian Osakpamwan Ebuehi eia@aimufualaw.com, legalsupport@sfvlawcentergroup.org

Edwin I Aimufua on behalf of Joint Debtor Elizabeth Olohirere Ebuehi eia@aimufualaw.com, legalsupport@sfvlawcentergroup.org

Michael Jay Berger on behalf of Defendant Elizabeth Ebuehi michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com

Michael Jay Berger on behalf of Defendant Finnian Ebuehi michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com

Michael Jay Berger on behalf of Interested Party Courtesy NEF michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com

Joseph P Buchman on behalf of Creditor Poser Investments, Inc. jbuchman@bwslaw.com, svasquez@bwslaw.com

Joseph P Buchman on behalf of Interested Party Courtesy NEF jbuchman@bwslaw.com, svasquez@bwslaw.com

Joseph P Buchman on behalf of Plaintiff Poser Investments, Inc. jbuchman@bwslaw.com, svasquez@bwslaw.com

Theron S Covey on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY tcovey@rasflaw.com

Ashleigh A Danker on behalf of Interested Party Courtesy NEF Ashleigh.danker@dinsmore.com, SDCMLFiles@DINSMORE.COM;Katrice.ortiz@dinsmore.com

Ashleigh A Danker on behalf of Trustee Peter J Mastan (TR) Ashleigh.danker@dinsmore.com, SDCMLFiles@DINSMORE.COM;Katrice.ortiz@dinsmore.com

Anthony Obehi Egbase on behalf of Attorney A.O.E Law Associates, APC info@aoelaw.com, sandy@ecf.inforuptcy.com;egbasear54561@notify.bestcase.com

Anthony Obehi Egbase on behalf of Defendant Elizabeth Ebuehi info@aoelaw.com, sandy@ecf.inforuptcy.com;egbasear54561@notify.bestcase.com

Anthony Obehi Egbase on behalf of Defendant Finnian Ebuehi info@aoelaw.com, sandy@ecf.inforuptcy.com;egbasear54561@notify.bestcase.com

Todd S Garan on behalf of Creditor U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2; Rushmore Loan Management, LLC as servicer ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

Todd S Garan on behalf of Interested Party Courtesy NEF chllecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

Rafael R Garcia-Salgado on behalf of Plaintiff Poser Investments, Inc. rgarcia@goeforlaw.com, kmurphy@goeforlaw.com

Dare Law on behalf of U.S. Trustee United States Trustee (LA) dare.law@usdoj.gov

Peter J Mastan (TR) peter.mastan@dinsmore.com, pmastan@iq7technology.com;travis.terry@dinsmore.com

Richard J Reynolds on behalf of Creditor Poser Investments, Inc. rreynolds@bwslaw.com, psoeffner@bwslaw.com,tmurphy@bwslaw.com,rjr-nef@bwslaw.com,fcabezas@bwslaw.com,jgomez@bwslaw.com

Richard J Reynolds on behalf of Interested Party Courtesy NEF rreynolds@bwslaw.com, psoeffner@bwslaw.com,tmurphy@bwslaw.com,rjr-nef@bwslaw.com,fcabezas@bwslaw.com,jgomez@bwslaw.com

Richard J Reynolds on behalf of Plaintiff Poser Investments, Inc. rreynolds@bwslaw.com, psoeffner@bwslaw.com,tmurphy@bwslaw.com,rjr-nef@bwslaw.com,fcabezas@bwslaw.com,jgomez@bwslaw.com

Josephine E Salmon on behalf of Creditor U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2; Rushmore Loan Management, LLC as servicer ecfcacb@aldridgepite.com, JES@ecf.inforuptcy.com;jsalmon@aldridgepite.com

Cliff Schneider on behalf of Defendant Elizabeth Ebuehi CDS@CliffSchneiderLaw.com

Cliff Schneider on behalf of Defendant Finnian Ebuehi CDS@CliffSchneiderLaw.com

Nathan F Smith on behalf of Creditor Bank of America, N.A. nathan@mclaw.org, CACD ECF@mclaw.org;mcecfnotices@ecf.courtdrive.com;cvalenzuela@mclaw.org

United States Trustee (LA) ustpregion 16.la.ecf@usdoj.gov

Scott S Weltman on behalf of Creditor The Huntington National Bank colcaecf@weltman.com

Jennifer C Wong on behalf of Creditor Wells Fargo Bank, N.A. bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

II. SERVED VIA REGULAR U.S. MAIL:

Debtors:

Finnian and Elizabeth Ebuehi 619 W. Gladstone Street Glendora, CA 91740